

Utah State Agency for Surplus Property Law Enforcement Agency Data Sheet/Agreement

LEA: _____		E-mail address: _____		Date: _____
Street Address: _____		Phone: _____		Fax: _____
City: _____		State: _____		Zip: _____
Number Sworn Compensated Officers: _____				
Number Sworn F/T Narcotics Officers: _____				
Number Sworn F/T Tactical Officers: _____				
Number Sworn F/T Anti Terrorism Officers: _____				
Authorized Requester: _____				
Authorized Requester: _____				
Weapons POC: _____				
This agreement is entered into between the State of Utah and the agency named above "Agency" to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property which is transferred pursuant to the National Defense Authorization Act of 1997.				

(1) The Agency accepts transfer of the above described property "as is" and without any warranty of merchantability, fitness of any kind, express or implied. The Agency acknowledges that there may be hazards associated with the use of the property, which can cause damage to property or serious injury or death and agrees to provide appropriate training to any person who may use the property prior to such use by such person. Neither the Department of Defense, the State of Utah nor any other agency of the state, nor any persons acting as employees of any of them assumes liability for damages or injuries to any person or property arising out of the use of the above described property. The Agency shall indemnify and hold harmless the United State Government, the State of Utah, and any person acting as an employee of any of them, from any suites, actions, demands, or claims of any nature arising out of the use of the above described property. The Agency shall maintain at its expense adequate liability and property damage insurance and workers' compensation insurance to cover such claims.

(2) Transfer of the above-described property is expressly conditioned upon the Agency's:

- Placing the property in use within one year and maintenance in serviceable condition for use as intended for law enforcement purpose
- Assumption of all costs of shipping, modifying, operating, maintaining and disposing of the above-described property.
- Reporting loss, damage or distribution of this equipment to Law Enforcement Support Office within 7 days of occurrence.
- Submission of a justified request prior to disposal of any property under this agreement of approval by Law Enforcement Support Office and Utah State Agency.

(3) The Agency accepts and agrees to be bound by the following conditions:

- The above-described property shall be used for law enforcement purposes.
- The Agency shall not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property or remove it permanently for use outside the state without prior approval of Law Enforcement Support Office and the Utah State Agency.
- If at any time any of the property acquired is no longer suitable, usable, or further needed by the Agency for the purpose for which acquired, the Agency shall promptly notify Law Enforcement Support Office and Utah State Agency for disposition instructions.

(4) The execution of this Agreement acknowledges the Agency's understanding of and agreement with the foregoing terms, conditions and release.

(5) I understand that my Agency is subject to the Single Audit Act of 1984 as amended (31 U.S.C.7501-7) and I may contact LESO for further assistance.

(6) This Agreement shall be construed so as to be consistent with 1 N.C.A.C.4G.0201 etseq. and other laws and regulations as may be pertinent.

Agency Head/Approver Signature: _____	Printed Name: _____
State Coordinator Signature: _____	Printed Name: David M. Regan
Note: This form must be filled out annually or as changes occur. Agencies with expired agreements shall not receive property.	